

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

HERBRUCK ENTERPRISES, LLC,)	CASE NO. CV-2016-04-2028
)	
Plaintiff,)	
)	JUDGE TAMMY O'BRIEN
v.)	
)	
HOMESTAR PROPERTY)	
SOLUTIONS, LLC, <i>et al.</i> ,)	
)	<u>JUDGMENT ENTRY</u>
Defendants.)	

This matter comes before the Court upon the Motions of Plaintiff Herbruck Enterprises, LLC, for default judgments against Defendant Michael Breese, Defendant HomeStar Property Solutions, LLC, and Defendant HomeStar Field Services, LLC, the Status Conference conducted by this Court on October 17, 2016, and Plaintiff's Brief in Support of the Appointment of a Receiver, a Damages Award, and Other Equitable Relief, filed on November 4, 2016.

This Court finds that Defendant Safeguard Properties, LLC, denied that it owes any money to Defendant HomeStar Property Solutions, LLC, or Defendant HomeStar Field Services, LLC, and submitted that it too is owed money by Defendant HomeStar Property Solutions, LLC. However, Defendant Safeguard Properties, LLC, otherwise did not submit a reply in opposition to the relief sought by Plaintiff. This Court finds that Plaintiff did not seek any relief from Defendant Safeguard Properties, LLC, other than its request for a creditor's bill and related injunctive relief, as it relates to the civil action styled as *HomeStar Property Solutions, LLC v. Safeguard Properties, LLC, et al.*, Case No. 14-CV-04531 (D. Minn.),

EXHIBIT A

This Court further finds that on or about February 8, 2016, Plaintiff obtained a judgment against HomeStar Property Solutions, LLC, HomeStar, LLC, HomeStar Field Services, LLC, HomeStar Claims, LLC, and HomeStar Property Management, LLC, jointly and severally, in the amount of \$33,293.74, plus 18% per annum, until paid and satisfied, plus subsequent costs and attorney fees incurred by Plaintiff (“Judgment”).

Based upon the requests and the filings in this matter, a lack of opposition to the relief requested, and for good cause shown, the Court finds the requests well-taken and hereby sustains the same.

It is therefore ORDERED, ADJUDGED AND DECREED that:

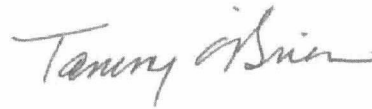
1. This Court hereby appoints Mr. Ashvin Chandra, Attorney at Law, whose office is located at 14837 Detroit Avenue, #155, Lakewood, Ohio 44107 (the “Receiver”), as receiver of HomeStar Property Solutions, LLC and HomeStar Property Field Services, LLC. The Receiver shall be entitled to compensation as Receiver at a rate of \$150.00 per hour, plus costs incurred in performing his duties, to be taxed as costs to HomeStar Property Solutions, LLC and HomeStar Field Services, LLC, as part of the amount due to satisfy the Judgment.
2. The Receiver shall have all authority to prosecute and defend the civil action styled as *HomeStar Property Solutions, LLC v. Safeguard Properties, LLC, et al.*, Case No. 14-CV-04531 (D. Minn.), in his own name against Safeguard Properties, LLC and Bank of America, N.A.
3. The Receiver shall have all authority to collect all obligations owed to, and to compromise any claims of or demands upon, HomeStar Property Solutions, LLC and HomeStar Field Services, LLC, to the extent that the Receiver determines that he can obtain value to the extent necessary to satisfy the Judgment, currently due in

the amount of \$41,415.47 and his costs and fees. This includes claims pending in the above-captioned action against Safeguard Properties, LLC and Bank of America, N.A.

4. The Receiver shall have all authority to enter into contracts, including but not limited to contracts of sale or lease on behalf of HomeStar Property Solutions, LLC and HomeStar Field Services, LLC, to the extent necessary to satisfy the Judgment.
5. The Receiver shall have the authority to sell property of HomeStar Property Solutions, LLC and HomeStar Field Services, LLC, by public auction or private sale, provided that the Receiver demonstrates to this Court that the sale to a prospective buyer will maximize the return from the property to the receiver estate, taking into account the potential cost of holding and maintaining the property or right.
6. To the extent that the Receiver is unable to collect sufficient moneys to satisfy the Judgment and costs, Plaintiff Herbruck Enterprises, LLC, is entitled to a judgment in the amount of \$41,415.47, minus amounts obtained from the Receiver, plus 18% per annum, until paid and satisfied, plus subsequent costs and attorney fees incurred by Plaintiff against Defendant Michael Breese, jointly and severally with Defendant HomeStar Property Solutions, LLC and Defendant HomeStar Field Services, LLC.
7. Plaintiff Herbruck Enterprises, LLC, is entitled to execution of and an equitable interest in the aforementioned lawsuit to the extent necessary to satisfy the Judgment. Safeguard Properties, LLC, is hereby enjoined from paying money to any person on behalf of HomeStar Property Solutions, LLC and HomeStar Field Services, LLC, other than the Receiver, for a settlement of the aforementioned action, until the Judgment and Receiver's costs and fees are satisfied.

This is a final order from this Court. There is no just reason for delay. All costs are taxed to Defendant Michael Breese, Defendant HomeStar Property Solutions, LLC, and Defendant HomeStar Field Services, LLC.

IT IS SO ORDERED.



JUDGE TAMMY O'BRIEN

Submitted By:

/s/ J.R. Russell, Jr.
James R. Russell, Jr. (0075499)